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 13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 OAKLAND DIVISION

16 OPTIMUMPATH, L.L.C.,

17 Plaintiff,

18 vs.

19 BELKIN INTERNATIONAL, INC.,
 20 BUFFALO TECHNOLOGY (USA), INC.,
 CISCO-LINKSYS L.L.C., COMPEX INC.,
 21 D-LINK SYSTEMS, INC., NETGEAR, INC.
 and SMC NETWORKS, INC.,

22 Defendants.

CASE NO. 4:09-CV-1398-CW

**STIPULATION OF DISMISSAL
 WITH PREJUDICE**

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 25 IT IS STIPULATED, by and among Plaintiff OptimumPath, LLC (“OptimumPath”) and
 26 Buffalo Technology (USA), Inc. (“Buffalo”) (together, the “Parties”), through their counsel
 27 of record and subject to the approval of the Court that:
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1 (1) All claims presented by OptimumPath's Complaint as to Buffalo, as well as all of
2 Buffalo's counterclaims, shall be dismissed with prejudice as to each of these Parties;

3 (2) This Stipulation of Dismissal With Prejudice shall not serve to operate as a dismissal of
4 any other party named as a defendant in this action; and

5 (3) The Parties shall bear their own costs and attorneys' fees.
6

7 /s/ Edward W. Goldstein
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**ATTORNEYS FOR DEFENDANT
BUFFALO TECHNOLOGY (USA),
INC.**

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the following counsel of record who are deemed to have consented to
3 electronic service are being served on April 22, 2010, with a copy of this document via the
4 Court's CM/ECF system. Any other counsel of record will be served by electronic mail,
5 facsimile transmission and/or first class mail on this same date.

6 /s/ Edward W. Goldstein

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

OPTIMUMPATH, L.L.C.,

Plaintiff,

vs.

BELKIN INTERNATIONAL, INC.,
BUFFALO TECHNOLOGY (USA), INC.,
CISCO-LINKSYS L.L.C., COMPEX INC.,
D-LINK SYSTEMS, INC., NETGEAR, INC.
and SMC NETWORKS, INC.,

Defendants.

CASE NO. 4:09-CV-1398-CW

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

ORDER

Before the Court is Plaintiff OptimumPath, LLC's ("OptimumPath") and Buffalo Technology (USA), Inc.'s ("Buffalo") Stipulation of Dismissal With Prejudice, which is hereby GRANTED.

Accordingly, the claims presented by OptimumPath's Complaint as to Buffalo, as well as all of Buffalo's counterclaims (if any), are hereby dismissed with prejudice as to each of these Parties only.

IT IS FURTHER ORDERED that each party shall bear its own costs.

